

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Alston & Bird LLP		2. Registration No. 5549
3. Name of Foreign Principal The Honorable Enver Hoxhaj Minister of Foreign Affairs Republic of Kosovo	4. Principal Address of Foreign Principal Ministry of Foreign Affairs Building Str. "Luan'Haradinaj" 1000 Prishtinë, Kosovo	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant Foreign Ministry		
b) Name and title of official with whom registrant deals Ambassador Vlora Çitaku		
7. If the foreign principal is a foreign political party, state:		
a) Principal address		
b) Name and title of official with whom registrant deals		
c) Principal aim		

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	
March 09, 2017	Adam Biegel, Partner	/s/ Adam Biegel	eSigned

U.S. Department of Justice
Washington, DC 20530

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Alston & Bird LLP	2. Registration No. 5549
3. Name of Foreign Principal Republic of Kosovo, Ministry of Foreign Affairs	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
See attached engagement letter

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide strategic advice and counsel to the Republic of Kosovo in its relations with the United States Congress and federal government. Such services will include:

- Deepening bilateral cooperation between the Government of Kosovo and the United States;
- Expanding Kosovo's bilateral relations and relations with international institutions;
- Assisting in security and economic development initiatives;
- Fostering enhanced foreign direct investment and trade opportunities in Kosovo.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See response to above question

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
March 09, 2017	Adam Biegel, Partner	/s/ Adam Biegel
		eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

ALSTON & BIRD LLP

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Fax: 202-654-4904
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Senator Robert J. Dole

Direct Dial: 202-654-4848

Email: bob.dole@alston.com

February 16, 2017

The Honorable Enver Hoxhaj
Minister of Foreign Affairs
Republic of Kosovo
Ministry of Foreign Affairs Building,
Str. "Luan Haradinaj"
10000 Prishtinë, Kosovo

Re: Terms of Engagement

Dear Minister Hoxhaj,

We are pleased that the Republic of Kosovo has chosen Alston & Bird LLP to provide strategic advice and counsel in its relations with the United States Congress and federal government. The purpose of this letter is to confirm the terms of our engagement.

I will be the Alston & Bird attorney primarily responsible for coordinating the work on this matter, and other members of our team will also be assisting.

This engagement is based on a monthly fixed fee of 65,000€ effective March 1, 2017. Unless otherwise agreed to by Alston & Bird LLP and the Republic of Kosovo, the engagement will continue in effect for a term of twelve (12) months, ending February 28, 2018. After this period, the engagement may be extended by mutual agreement of both parties. Throughout the period of this engagement, we will issue monthly statements for our services rendered in the previous month, payment of which is due upon receipt. Should you have any questions about any statement, please feel free to call me. Privilege is an important subject that we raise with our clients at the outset of any new representation. As a matter of professional responsibility, we are required to preserve the confidences of our clients. This professional obligation and the legal privilege accorded attorney-client communication exist to encourage candid and complete communication between client and attorney.

February 16, 2017

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As in any professional relationship where mutual trust and confidence are essential, it is appropriate for either the Republic of Kosovo or Alston & Bird LLP to be able to terminate our engagement at any time by reasonable written notice. If our engagement is terminated, we understand that the Republic of Kosovo will take whatever steps are necessary to evidence that we are free from any obligation to perform further, and to pay us for unpaid fees for legal services rendered and charges for related expenses and services incurred to the date of termination. Additionally, if the Republic of Kosovo finds successful the performance of our services in achieving its policy objectives, it may increase the amount of payment due upon early termination to an amount that will satisfy the full retainer set forth above.

As you know, Alston & Bird LLP represents many other companies and organizations and it is possible that during the time we are representing you, some of our current or future clients may have disputes with you. For clients who are not general clients of the firm, but who hire us as special counsel for a limited period of engagement, a condition of our acceptance of the limited engagement is that it shall not preclude our firm from representing other clients in the future who may have adverse interests with respect to matters that are not substantially related to our limited engagement. We consider our representation of the Republic of Kosovo to fall into this category, and you agree that we may continue to represent our other clients in any matters, even if adverse to you, so long as those matters are not substantially related to our work under this limited engagement with you. Of course, should you have any questions whatsoever about the foregoing or potential conflicts, please feel free to call me at any time.

We would appreciate your acknowledging, on behalf of the Republic of Kosovo, that this letter correctly reflects the terms of our engagement by signing, dating and returning to me the enclosed copy of this letter. There is a space for your acknowledgement below my signature.

We are delighted that Alston & Bird LLP will be representing the Republic of Kosovo for the purpose described herein, and we look forward with enthusiasm to working with you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rob Dole", written over a horizontal line.

Senator Robert J. Dole

February 16, 2017

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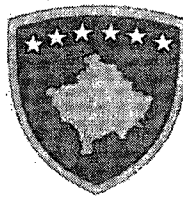
Acknowledged and agreed to this 16 day of February, 2017.

Republic of Kosovo

By (signature): 

Name: Alben Loshi

Title: Director of P. Procurement.



Republika e Kosovës

Republika Kosova - Republic of Kosovo

Qeveria - Vlada - Government

Ministria e Punëve të Jashtme / Ministarstvo Inostranih Poslova

Ministry of Foreign Affairs

Departamenti i Prokurimit - Departament Nabavke - Procurement Departments

Contract

Procurement No.¹	216	17	001	215
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Title:

**International Consultancy Services for the needs of the Presidency, Office
the Prime Minister, the Government of Kosovo and MFA.**



PART B: PUBLIC CONTRACT TERMS AND RELATED ANNEXES

PART I OF THE CONTRACT: NEGOTIATED PROCEDURE WITHOUT PUBLICATION OF THE CONTRACT - SERVICES

CONTRACT FOR SERVICES

***Ministry of Foreign Affairs, MFA Building, Floor X ("Contracting Authority"),
on one hand***

and

***Alston & Bird LLP.....("Provider of
Services") on the other***

Agree to and hereby mutually do:

To conclude this Contract for Lobbying and Consultancy Services ("Contract") under the Terms of the existing exception for Negotiated Procedure Without Publication of the Contract and also mutually agree as follows:

Identification Number: MPJ/216/17/001/215

Article 1

Purpose

- 1.1 The Parties having previously met to negotiate the Terms of this Contract, have indeed set its Terms to their mutual satisfaction. The negotiated terms, set out in the respective clauses below included prices of services and the rules of the implementation of provision of services. Moreover, in respect of the negotiations, the Parties agreed on the following general statement of the Purpose of the Contract:

The winning Economic Operator is obliged to provide services as requested by the Contracting Authority for lobbying and consultancy services and at the certain time as requested.

- 1.2 The Scope of Work is divided in four areas of service:
- 1.2.1. Deepening bilateral cooperation between the Government of Kosova and the United States;
 - 1.2.2. Expanding Kosovo's bilateral relations and relations with international institutions;
 - 1.2.3. Assisting in security and economic development initiatives;

1.2.4 Fostering enhanced foreign direct investment and trade opportunities in Kosova.

Contract Date of Commencement and the Term Length of the Contract.

1.3. The Contract shall enter into force on 01.03.2017 and shall expire on 28.02.2018, with possibility for extensions according to Article 9.1.

Article 2

Price

2.1 The Price of the Services provider services as negotiated.

2.2 Prices per units, referred to in Article 2.1, and shall be the only remuneration provided to the Services provider under this public contract.

2.3 Extraordinary expenses, such as international travel by Services provider beyond one trip per year, may be reimbursed if previously approved by Contracting Authority.

ITEM No.	DESCRIPTION	QUANTITY	Price per Month-	TOTAL
1	LOBBYING AND CONSULTANCY SERVICES	12 MONTHS	65,000€	780,000€
	GRAND TOTAL:			780,000€

Article 3

General Payment Principles

3.1 Payments shall be made in Euros in an amount, calculated on the date of payment, which shall satisfy the cost of services.

3.2 Payments shall be made on the basis of invoices issued by the Services provider to the following bank account:

BY WIRE AND/OR ACH TO:

Wells Fargo Bank N.A., 171 17th Street, 7th Floor, Atlanta, GA 30363

For the Account of: Alston & Bird LLP

Account # [REDACTED]

Swift Code: [REDACTED]

Please reference invoice number(s) on the wire

3.3 The Contracting Authority shall make all reasonable efforts to immediately satisfy Provider of the services' invoices. In all events, invoices shall be paid within 30 calendar days from the day an acceptable request for payment is registered by the respective department of the Contracting Authority. The payment date shall be the date that the institution account is debited. Request for payment shall not be accepted if it does not meet one or more of the fundamental requirements.

- 3.4 The 30 days period may be suspended by informing the Services provider that the payment request may not be executed because the respective documents have not been submitted, or there are grounds that the costs submitted by Services provider need additional documentary support. In the latter case, an immediate inspection may be conducted to resolve the issue. Services provider shall provide explanations, modifications or other information within 15 days, from the day the request is made. The payment period shall be calculated from the day the duly prepared request for payment has been received.

The Services provider is obliged to submit, together with its monthly invoices, a statement detailing all tasks completed for all lobbying and consultancy services for MFA provided by the Economic Operator on the basis of the negotiations date 16.02.2017.

Article 4

The scope of services

- 4.1 Envisaged services under Articles 1.1 and Articles 1.2., as negotiated on 16.02.2017 of this Contract.

Article 5

Order of Priority for Contract Documents

- 5.1 The documents referred to herein and the annexes or any other documents related to this procurement shall have the following order of priority starting from the most important ones:

- This negotiated Contract ;
- Approval by the Permanent Secretary;
- The Tender Dossier, including the Terms of References;
- Bid;
- Financial Offer (Section II);
- Purchase order.

Various documents comprising the Contract shall be considered complementary and in case of ambiguity of discrepancies they shall be read in order given above.

Article 6

Communications

- 6.1 For the purposes of maximizing timelines and efficiency in implementation of this Contract, the Parties acknowledge that they shall communicate with each other by all available means required by the circumstances of the communication. This means that the Parties shall communicate at times by means of post, electronic transmissions, and face to face meetings and by telephone. However in regards to written communication, such correspondence must refer to the Contract Title and identification number. Written Communications shall be sent by post, fax, e-mail or submitted in person.
- 6.2 If the person sending the communication asks for confirmation of receipt, he/she shall state this in the communication. Whenever there is a deadline for the receipt of written communication, the sender shall request a confirmation of receipt. At all cases, the sender

shall undertake all required measures to ensure the receipt of his/her communication.

- 6.3 This Contract has been drafted in English in three originals, two of which shall remain with the Contracting Authority and one with the Services provider.

Article 7

Transfer

- 7.1 Services provider may not transfer the Contract or any part of it or any other benefit or interest from the Contract to another individual or entity without the prior written approval of the Contracting Authority, apart from the following cases:
- 7.2 For the purposes of Article 7.1, the approval of a transfer by the Contracting Authority shall not discharge the Services provider from its liabilities for the part of the contract that has already been implemented or that has not been transferred yet.

Article 8

Outsourcing

- 8.1 Outsourcing shall be valid only if there is a written agreement whereby the Services provider entrusts the implementation of the part of its contract to a third party. Outsourcing shall not exceed 30% of the value of the Contract.
- 8.2 Contracting Authority and Services provider agree that Services provider shall outsource media and public relations services to T. Dean Reed Company. Services provider shall not outsource other services unless authorized in writing by the Contracting Authority. Elements of the Contract to be outsourced and the identity of sub-contractors shall be made known to the Contracting Authority. Contracting Authority shall inform the Services provider on its decision within 30 working days from the day notice is received and shall explain its reasons if authorization is not issued.
- 8.3 Contracting Authority shall not recognize any contractual relations between itself and the sub-contractors.
- 8.4 Services provider is responsible for all acts, errors and neglect of the sub-contractors as well as agents or employees in the same manner as if they were acts, errors or neglect of the Services provider, its agents or employees. The approval for the outsourcing of any part of the contract or the approval of the sub-contractor by the Contracting Authority shall not release the Services provider from obligations against the Contract.

Article 9

Commencement of Services

- 9.1 Services provider shall commence with services as agreed herein at Part C on March 1, 2017. Lobbying and Consultancy Services shall commence from the moment the Contract is signed by both parties up to its termination 12 months plus 12 months plus 12 months in total 36 months, subject to annual evaluation by the Contracting Authority.

Article 10

Date of Termination

- 10.1 Date of termination may not be longer than the specified date in the Contract, after the positive evaluation by the Contracting Authority, except that the Parties may agree at or before the termination date to extend the contract to another year of validity. The positive evaluation by the Contracting Party shall lead to automatic extension of the contract for another 12 months.
- 10.2 The place of execution of services shall be the Ministry of Foreign Affairs or such other place as directed by the Contracting Authority.

Article 11

Obligations of the Contracting Authority

- 11.1 Contracting Authority shall equip the Services provider as soon as possible with any information and/or documents available that may be relevant for the execution of the Contract. Such documents shall be returned to the Contracting Authority after the completion of duties.
- 11.2 Contracting Authority shall cooperate as much as possible with the Services provider in order to equip the Services provider with information that may be required to execute the Contract.
- 11.3 The Contracting authority will appoint a Project Manager who will be in touch with the holder of the contract.
- 11.4 Contracting Authority shall inform in writing the Services provider with regards to the name and address of the Project Manager.

Article 12

Obligations of Services Provider

- 12.1 Services provider shall act according to its obligations under the terms of the Contract as well as any new directives given by the Contracting Authority which are consistent with the Contract.
- 12.2 Services provider shall observe and act according to all applicable laws and regulations and shall ensure that its staff, their relatives and its local staff, also observe and act according to these laws and regulations.
- 12.3 Services provider shall treat all documents and information received related to the Contract as private and confidential. It shall neither publish nor disclose any detail of the Contract without the prior written consent by the Contracting Authority, unless deemed necessary for the purposes of the execution of the Contract. If any disagreement emerges with regards to the need for publication or disclosure for the purposes of Contract execution, the decision of the Contracting Authority shall be final. This paragraph shall

- not prohibit Services provider from making such disclosures as are necessary to comply with United States law.
- 12.4 If the Services provider is a joint enterprise or a consortium of two or more individuals, all such persons shall be jointly and continuously obliged to fulfill the terms of the Contract. A person assigned by the consortium shall act as the Leader for the purposes of this Contract and shall be entitled to conclude the consortium. The composition of the joint enterprise or consortium shall not be modified without the prior written approval by the Contracting Authority.
- 12.5 Services provider shall employ the key identified staff in its Bid to perform the said functions in the bid. Furthermore, during contract execution and pursuant to a justified written request, the Contracting Authority may ask for replacement if it considers that a staff member is incapable or is not performing the duties according to the Contract. The Contracting Authority shall approve any proposed replacement proposed for the key staff only if their relevant qualifications and skills are equal or substantially better than the ones already identified.
- 12.6 The Service Provider will advise and support the Government in diplomatic efforts to expand and deepen the Kosovo-U.S. bilateral relationship, at the direction of the Project Manager.

Article 13

Liability of the Services provider and Insurance

- 13.1 Services provider shall be held responsible for any loss sustained by the Contracting Authority or by the Government of Kosova as a result of advice or activity of the Services provider in violation of applicable standards of care governing lawyers. Services provider hereby pledges that it carries—and that it must carry by virtue of its professional obligations under the American Bar Association—professional liability insurance sufficient to satisfy this obligation.

Article 14

Violation of Contract

- 14.1 A party shall be deemed to have breached the Contract if it does not fulfill its obligations provided for by the Contract.
- 14.2 In cases when there is a breach of Contract, the non-defaulting party shall be entitled to the following compensations:
- a) Damages suffered; and/or
 - b) Termination of contract.

Article 15

Termination of Contract by the Contracting Authority

- 15.1 Contracting Authority acknowledges that it may only terminate the contract for reasonable cause. In that regard, upon the service of 30 days' notice to the Services provider, Contracting Authority may terminate the Contract on the basis of one of the following reasons:

- a) The Contracting Authority does not evaluate positively the services after 12 months;
 - b) Services provider fails to perform its obligations herein within reasonable timeframes after receiving prior warning from the Contracting Authority of its objection to the timeframes within which the obligatory services are being completed; Services provider transfers the Contract or sub-contract to another entity without the consent of the Contracting Authority;
 - c) Services provider transfers the Contract or sub-contract to another entity without the consent of the Contracting Authority;
 - d) Services provider goes bankrupt or is shutting down; its works are being administered by courts, has entered into agreements with creditors, has suspended its business activities, is subject to legal procedures related to those issues or finds itself in an analogous situation caused by a similar procedure provided for in the national legislation or regulations;
 - e) Services provider is convicted for a violation that deals with the professional behavior via a trial that has the power of *res judicata*;
 - f) Services provider has been found guilty for a serious professional misbehavior that may be proven by the Contracting Authority;
 - g) Services provider has been subject to a trial with the power of *res judicata* for fraud, corruption, involvement in any criminal organization or any other illegal activity that damages the financial interests of Communities;
 - h) Any organizational change that involves changes to the legal personality or nature or in the control over the services provider, unless these modifications are registered a mutually acceptable supplement to the Contract;
 - i) Any legal inability emerges that hinders the execution of the Contract;
- 15.2 Termination shall be made without prejudice to other rights or opportunities of the Contracting Authority and Services provider according to the Contract.
- 15.3 After serving the notice on the termination of Contract, the Contracting Authority shall instruct the Services provider on the further immediate steps to be undertaken for the closure of execution of services in a rapid and duly manner in order to decrease costs to minimum.
- 15.4 In case of termination, the Contracting Authority shall, as soon as possible and in the presence of Services provider or its representatives after serving them a proper invitation, prepare a report on the services delivered. A statement of funds shall also be prepared for the payments to be made to the Services provider
- 15.5 Contracting Authority shall not be obliged to make other payments to the Services provider until services are performed, and the Contracting Authority shall be entitled to receive the extra costs from the services provider, if there are such, for services or shall pay the amount that is payable to the Services provider prior to the termination of the Contract.

Article 16

Termination of Contract by the Services Provider

- 16.1 Services provider, after serving a 30 day notice to Contracting Authority, may terminate the Contract if the Contracting Authority for reasonable cause.
- 16.2 Termination shall be made without prejudice to any other right or authority according to the

Contract between the Contracting Authority and the Services provider.

- 16.3 In the event of such termination, Contracting Authority shall compensate the Services provider for any loss or damage caused in case it did not notify the Service Provider 90 days prior of notification for the termination of the contract

Article 17

Amicable Resolution of Disagreements

- 17.1 Parties shall make all efforts to resolve all disagreements that may arise between them in an amicable way. As soon as a disagreement emerges, the parties shall inform each other in writing on their positions and for any possible solution. If any of the parties finds it fruitful, parties shall meet and try to resolve the disagreement. Parties shall respond to the request for amicable solution within 15 days from the day of the request. The maximum period granted for resolution by this form shall be 30 days from the day the procedure commences.

Article 18

Conflict Resolution via Court Proceeding

- 18.1 If a solution is not reached within 30 days from the day the amicable procedure has commenced, the Parties may seek conflict resolution through a non-judicial arbitration of the dispute, the venue and format of arbitration to be set at the Parties mutual agreement at the time of the dispute. If either Party wishes to avoid arbitration, that Party, meaning either Party, may seek resolution of the dispute through a Court decision.
- 18.2 The competent Court in the Republic of Kosovo shall have jurisdiction.
- 18.3 The parties hereby consent to the jurisdiction of such a court and to venue therein, and agrees that service of process may be made by either certified or registered mail, return receipt requested, or by reputable air courier service, such as UPS. Compliance with the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters is hereby waived.


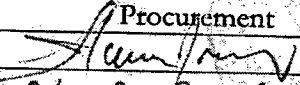

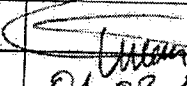
Article 19

Applicable Law

- 19.1 For any issue that is not covered by the provisions of the Contract, the laws in force in Kosova shall be applicable.

**Dates and Signatures
For Services provider**

For Contracting Authority

Name:	Robert Dole	Name:	Arben Loshi
Post:	Special Counsel	Post:	Head of Department of Procurement
Signature:		Signature:	
Date:		Date:	01.03.2017
Stamp:		Stamp:	
Name:	Fitim Sadiku		
Post:	Permanent Secretary		
Signature:			
Date:	01.03.2017		
Stamp:			
Name:	Enver Hoxhaj		
Post:	Minister of Foreign Affairs		
Signature:			
Date:	01.03.2017		
Stamp:			

